Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

which the mortgagee could at once take possession of the property and foreclose the mortgage, would not come within the Act, and decided it was not the intention of the legislature to prevent creditors from securing their claims. The court distinguished the principal case from *Gallus* v. *Elmer,* 193 Mass. 106, 78 N. E. 772, 8 Ann. Cases 1067, 12 L. R. A. (N. S.) 174 (holding such a transfer to a creditor to secure a claim came within the Bulk Sales Act and was void) on the ground that the Massachusetts Act was broader. The Massachusetts Act declares sales in violation thereof to be fraudulent and void as to creditors, while the Iowa statute only presumes such to be fraudulent and void. This would indicate that the court in the principal case considered the transaction to be within the Act. If the decision rests upon the theory that the presumption of fraud is rebutted by the evidence of good faith, the transaction coming within the Act, it would seem to be in accord with most of the cases on the subject. But if it rests upon the ground that the transaction does not come within the Act, it makes the authorities upon the point about evenly split. In *Sampson* v. *Brandon Grocery Co.,* 127 Ga. 454, 56 S. E. 488, 9 Ann. Cases 331, 12 L. R. A. (N. S.) 174 (in accord with the Massachusetts case) the Act in question conclusively presumed sales in violation thereof to be fraudulent and such a transaction was held to come within the Act. In *Hart* v. *Dean,* 93 Md. 432, 49 Atl. 661, under a Bulk Sales Act declaring a sale in violation thereof to be only presumptively fraudulent, the court held a transfer to a creditor of a stock in trade in satisfaction of his claim and for an additional consideration, came within the statute, but that the presumption of fraud was rebutted by the facts. In *Peterson* v. *Doak,* 43 Wash. 251, 86 Pac. 663, 12 L. R. A. (N. S.) 174, under a Bulk Sales Act declaring sales in violation thereof to be fraudulent and void, the court held a transfer such as that in the principal case did not come within the Act. The court stated that a debtor there had a right to secure a creditor's claim and since there was nothing left for other creditors there was no occasion for notifying them.

BULK SALES ACT—WHO ARE CREDITORS.—A tenant, who owed one month's rent on a lease which had four years to run, conveyed his stock of merchandise in bulk to defendant, without giving the landlord the notice required by the Bulk Sales Act to be given to creditors. There was an existing continuing liability on the part of the tenant to pay rent for the rest of the term. The landlord thereafter obtained a judgment for one month's rent which had accrued after the transfer and sought to reach the goods conveyed. *Held* the landlord was a creditor within the meaning of the act and could subject to his claim the goods in defendant's hands. *Apex Leasing Co.* v. *Litke* (1916), 158 N. Y. Supp. 21.

The principal case seems to be in accord with the weight of authority in holding a simple contract creditor to be protected by the Bulk Sales Acts. *Rabalsky* v. *Levinson,* 221 Mass. 289, 108 N. E. 1050; *Eklund* v. *Hopkins,* 36 Wash. 179, 78 Pac. 787; *Scheve* v. *Vanderkalk,* 79 Neb. 204, 149 N. W. 401. But New Jersey holds that the creditor must have reduced his claim to a judgment in order to avail himself of the Act. *Muller v. Hubech-*

man (N. J. 1916), 96 Atl. 189. In *Hanna* v. *Hurley,* 162 Mich. 601, 127 N. W. 710, a surety on an appeal bond was held to be a creditor within the Act before any liability had accrued. It would seem that to be a creditor whom the Act protects one need not have sold goods constituting a part of the stock transferred nor need he even be a mercantile creditor. *Galbraith* v. *Oklahoma St. Bank,* 36 Okla. 867, 130 Pac. 541; *Peoples Savings Bank* v. *Van Allsburg,* 165 Mich. 524, 131 N. W. 101; *Rabalsky* v. *Levenson,* supra; *Eklund* v. *Hopkins,* supra; *Hanna* v. *Hurley,* supra; *Joplin Supply Co.* v. *Smith,* 182 Mo. App. 212, 167 S. W. 649. Tennessee holds creditors of individual partners are within the Act. *Mahoney-Jones Co.* v. *Sams Bros.,* 128 Tenn. 207, 159 S. W. 1094. But such creditors cannot attack a sale as fraudulent, merely because they are not notified, if the buyer consumes the whole stock in paying the firm creditors, because they are entitled only to the surplus after the firm creditors have been paid. *Gilbert* v. *Ashby* (Tenn. 1916), 181 S. W. 321. Washington holds that the individual creditors of the partners are not entitled to notice when the firm's stock is transferred. *Whitehouse* v. *Nelson,* 43 Wash. 174, 86 Pac. 174. Where one partner sold out and the new firm mortgaged the stock to another, creditors of the old firm were held not to be such creditors as could attack the mortgage under the Bulk Sales Act, in *Markarian* v. *Whitmarsh* (N. H. 1915), 95 Atl. 788.

CARRIERS—CARMACK AMENDMENT—LIABILITY AS WAREHOUSEMAN.—An action was brought to recover for the loss of nine boxes of shoes destroyed by fire while in the warehouse of defendant carrier. Before the fire occurred, the consignee had paid the freight, given his receipt for the goods, and removed four boxes from the warehouse; the rest, which were later destroyed, were permitted to remain to meet the consignee's convenience in removal. The schedule filed with the Interstate Commerce Commission provided that the reduced rates would "apply on property shipped subject to the carrier's bill of lading". One of the stipulations of the bill of lading was that "property not removed * * * within forty-eight hours after notice of its arrival" must be kept in the warehouse "subject to the carrier's responsibility as warehouseman only". Plaintiff contended that defendant's liability as warehouseman was governed by the state statute, and that therefore the burden was on the defendant to show that the loss occurred without its negligence. But the court *held* that the retention of the goods by the carrier in its warehouse was a terminal service forming a part of the "transportation" in the sense of the Federal Act and governed by the Act; that the parties could not alter the terms of this service as fixed by the filed regulations; that until actual delivery of the goods to the consignee the Federal Law should govern the rights and liabilities of the parties, and that therefore the burden was upon the plaintiff to show negligence as a basis for recovery. *Southern Railway Co.* v. *Prescott,* 36 Sup. Ct. 469.

By the ACT TO REGULATE COMMERCE (§ 1), the transportation it regulates is defined as including "All services in connection with the receipt,